

APPROVED

4/28/94

APRIL 28, 1994

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY AND
MARISA LAGO, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
A PORTION OF PARCEL 32C AND PARCEL SE-100

SUMMARY: This memorandum requests that the Director be authorized to amend the License Agreement dated November 1, 1993, in connection with a portion of Parcel 32C by deleting The Greek Orthodox Church, St. John The Baptist from the License Agreement. It is further requested that the Director be authorized to execute a License Agreement with The Greek Orthodox Church, St. John The Baptist for the use and occupancy of Parcel SE-100 for off-street parking for use by its parishioners.

On November 1, 1993, the Boston Redevelopment Authority entered into a License Agreement with The Berkeley Trust and The Greek Orthodox Church, St. John The Baptist ("The Greek Orthodox Church") in connection with the use and occupancy of a portion of Parcel 32C for off-street parking purposes for a period of two (2) years. The License Area was used exclusively as an off-street parking facility for the parking of motor vehicles of visitors and licensees of 560 Harrison Avenue, and for the parishioners of the Greek Orthodox Church, located at 15 Union Park Street.

The Berkeley Trust is the owner of 560 Harrison Avenue which is a seven-story building containing 200,000 square feet of rentable office and commercial space. The License Area contains about 9,218 square feet and is bounded by Harrison Avenue, Rollins and Waltham Streets.

The Greek Orthodox Church has requested that the BRA amend the License Agreement by deleting The Greek Orthodox Church from the License Agreement and releasing them from any and all obligations, effective June 1, 1994. Parcel 32C is not in close proximity to the Church, and as a result, parishioners are having difficulty in using this parcel for off-street parking. Therefore, The Greek Orthodox Church is requesting the use and occupancy of Parcel SE-100 which is in close proximity to the Church.

Parcel SE-100 is located at 1305-1311 Washington Street and contains approximately 5,696 square feet. This parcel is located within the former Hub Motors site on Washington Street. The Hub Motors site is currently owned by Mario Nicosia, Trustee of The Berkeley Trust.

Parcel SE-100 would be used for a period of two (2) years for an interim parking facility for use by the parishioners and staff on Sundays and for special events. The Greek Orthodox Church proposes to combine Parcel SE-100 with the adjoining site, owned by Mario Nicosia, consisting of approximately 10,000 square feet for off-street parking. Mario Nicosia has agreed to allow the Church to use the site for off-street parking and for access onto Parcel SE-100 for a period of two (2) years.

Because of the institutional status of the Church, and because the Church has agreed to assume all maintenance expenses and to improve the site, it was determined that \$1.00 for the use of the site is equitable. The Greek Orthodox Church intends to improve the site by cleaning the debris and refuse, grading the parking area and hard packing the surface. The entire area will be secured and lighted.

Under the License Agreement executed on November 1, 1993 for a portion of Parcel 32C, The Greek Orthodox Church had no financial or other obligations to the BRA or to The Berkeley Trust. The Berkeley Trust is obligated to continue to pay the BRA the License Fee of \$1,000 per month for the use of a portion of Parcel 32C and to comply with conditions set forth in the License Agreement.

It is, therefore, recommended that the Director be authorized to amend the License Agreement between the BRA and The Berkeley Trust by deleting The Greek Orthodox Church from the License Agreement and releasing The Greek Orthodox Church from any and all obligations set forth in the License Agreement for a portion of Parcel 32C. All terms and conditions of the License Agreement shall remain in full force and effect for The Berkeley Trust. It is further recommended that the Director be authorized to execute and deliver a License Agreement with The Greek Orthodox Church for a period of two (2) years for the use and occupancy of Parcel SE-100 for off-street parking for use by its parishioners and staff on Sundays and for special events.

Appropriate votes follow:

VOTED: That the Director be authorized to amend the License Agreement dated November 1, 1993, between the BRA and The Berkeley Trust by deleting The Greek Orthodox Church from the License Agreement and releasing The Greek Orthodox Church from any and all obligations set forth in the License Agreement in connection with a portion of Parcel 32C. All terms and conditions set forth in the License Agreement will remain in full force and effect for The Berkeley Trust.

AND

VOTED: Further, that the Director be authorized to execute and deliver a License Agreement to The Greek Orthodox Church for the use and occupancy of Parcel SE-100 located at 1305-1311 Washington Street for off-street parking for parishioners on Sundays and for special events for a fee of \$1.00 for a period of two (2) years. Said License shall obtain the express provision that the Licensee agrees

to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said License shall provide that the Licensee shall obtain liability insurance naming the BRA as additional insured in all policies, in accordance with the BRA's usual form. Said License is to contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary License. Said License is to include such terms and conditions as the Director deems proper and in the best interest of the BRA and, furthermore, the Director be authorized to execute any other necessary and appropriate documents as determined by the Director in connection with the license of Parcel SE-100, located at 1305-1311 Washington Street.

1. PARCEL OR PARCELS
A portion of

2. PROJECT NAME
Thomas G. ...
Mark ...
Ralph ...

3. LICENSEE
The Greek Orthodox Church, St. John The Baptist
15 Union Park Street
Boston, MA

4. CONTACT PERSON
Mr. Zachary Pantalis
President, Parish Council
P.O. Box 7928
Jamaica Plain, MA 02130

5. ACTION REQUESTED
The Greek Orthodox Church is requesting that the License Agreement executed on November 1, 1992 between the BRA and The Berkeley Trust be amended by deleting The Greek Orthodox Church from any and all obligations set forth in the License Agreement in connection with the use and occupancy of a portion of Parcel 32C. All terms and conditions set forth in the License Agreement will remain in full force and effect for The Berkeley Trust.

In addition, The Greek Orthodox Church is requesting the use and occupancy of Parcel SE-100 for a period of two years for off-street parking for its parishioners and staff of the Church on Sundays and for special events. The License Fee is \$1.00.

6. PREVIOUS BOARD ACTIONS
On August 19, 1992, the BRA voted to authorize the Director to execute a License Agreement with The Berkeley Trust and The Greek Orthodox Church in connection with the use and occupancy of a portion of Parcel 32C for off-street parking purposes. The License Fee was \$675.00 per month or \$16,200 for a period of two years. A credit of \$2,025 was given to The Berkeley Trust for capital improvements to the License Area. Under the Agreement The Greek Orthodox Church had no financial or other obligations to either the BRA or to The Berkeley Trust.

In June 1993, the Board authorized the Executive Director to notify The Berkeley Trust and The Greek Orthodox Church to revoke the License Agreement dated November 1, 1992, and to vacate the License Area no later than July 22, 1993. The termination was made for convenience and not for cause. Issues and concerns which had to be addressed

PROJECT FACT SHEET

1. PARCEL OR PROJECT NAME

A portion of Parcel 32C and Parcel SE-100:

- a portion of Parcel 32C is bounded by Harrison Avenue, Rollins and Waltham Streets and contains about 9,218 square feet
- Parcel SE-100 is located at 1305-1311 Washington Street and contains about 5,696 square feet

2. PROJECT MANAGER

Thomas O'Malley

Maria Faria

Ralph Cahill

3. LICENSEE

The Greek Orthodox Church, St. John The Baptist

15 Union Park Street

Boston, MA

4. CONTACT PERSON

Mr. Zachary Pantedikis

President, Parish Council

P.O. Box 1958

Jamaica Plain, MA 02130

5. ACTION REQUESTED

The Greek Orthodox Church is requesting that the License Agreement executed on November 1, 1993 between the BRA and The Berkeley Trust be amended by deleting The Greek Orthodox Church from any and all obligations set forth in the License Agreement in connection with the use and occupancy of a portion of Parcel 32C. All terms and conditions set forth in the License Agreement will remain in full force and effect for The Berkeley Trust.

In addition, The Greek Orthodox Church is requesting the use and occupancy of Parcel SE-100 for a period of two years for off-street parking for its parishioners and staff of the Church on Sundays and for special events. The License Fee is \$1.00.

6. PREVIOUS BOARD ACTIONS

On August 19, 1992, the BRA voted to authorize the Director to execute a License Agreement with The Berkeley Trust and The Greek Orthodox Church in connection with the use and occupancy of a portion of Parcel 32C for off-street parking purposes. The License Fee was \$675.00 per month or \$16,200 for a period of two years. A credit of \$2,025 was given to The Berkeley Trust for capital improvements to the License Area. Under the Agreement The Greek Orthodox Church had no financial or other obligations to either the BRA or to The Berkeley Trust.

In June 1993, the Board authorized the Executive Director to notify The Berkeley Trust and The Greek Orthodox Church to terminate the License Agreement dated November 1, 1992, and to vacate the License Area no later than July 22, 1993. The termination was made for convenience and not for cause. Issues and concerns which had to be addressed

by The Berkeley Trust included the following: delinquent real estate taxes which had been paid in the amount of \$106,150.09 for outstanding taxes on properties located on Harcourt Street in Boston; charges to visitors for the use of the License Area; and the past use of Parcel SE-100 by The Berkeley Trust. These issues were subsequently addressed in a letter to the Board on September 1, 1993 which resolved these outstanding concerns.

On September 1, 1993, the BRA voted to authorize the Director to execute a second License Agreement with The Berkeley Trust and The Greek Orthodox Church for a period of two years at a License Fee of \$1,000.00 per month or \$24,000 for two years. In addition, the BRA voted that The Berkeley Trust must pay to the BRA a total of \$5,000 for the prior use of Parcel SE-100. The payment was received on September 29, 1993 from The Berkeley Trust.

On November 1, 1993, the second License Agreement was executed with The Berkeley Trust and The Greek Orthodox Church. Also under this Agreement, The Greek Orthodox Church had no financial or other obligations to either the BRA or The Berkeley Trust. Under the second License Agreement all terms and conditions were the same except for the License Fee. The fee was increased to \$1,000.00 per month from \$675.00 per month. The Berkeley Trust will continue to pay \$1,000.00 per month for the use of the License Area.





GREEK ORTHODOX ARCHDIOCESE OF NORTH AND SOUTH AMERICA

"Saint John the Baptist"

HELLENIC ORTHODOX CHURCH

15 UNION PARK STREET • BOSTON, MASSACHUSETTS 02118

(617) 536-5692

Rev. Sotirios Kalavritinos

Pastor

April 19, 1994

Ms. Maria Faria
Boston Redevelopment Authority
One City Hall Square
Boston, MA 02201-1007

RE: Proposed Parking Facility on Washington Street Site: South End

Dear Ms. Faria:

This letter is to inform you that Saint John the Baptist Church would like to use the proposed facility as parking for the parishioners and staff of the church. A parking facility is important because the church is situated in a location where off-street parking is scarce. The proposed site is large enough to accommodate the church's need for parking as well as convenient and close to the church. The parking lot that we are currently using is too small and out-of-the-way.

We are willing to clean up the site, pave the portion of the unpaved land that we will be using, improve the existing fence, fix the lighting and the gate as well as put up a shed for the parking lot attendant. We will also take out a liability insurance policy on the facility through Aetna Insurance Co. for the period that we are allowed to use it. The facility will be used mainly on Sundays and for special events.

As you can see from the enclosed letter from Mr. Mario Nicosia, the owner of a portion of the facility, that he is willing to give us use of his portion of the premises for the stated purposes for a period of two years at no cost. We are hoping the Redevelopment Authority will allow us to use its portion for at least the same period of time.

Thank you for your time and consideration.

Sincerely,

Zachary Pantekidis

Zachary Pantekidis.

President, Parish Council

St. John the Baptist Church

N. I. C. Management

560 Harrison Avenue
Boston, MA 02118
(617) 451-2009

April 13, 1994

Mr. Zachary Pantekidis
President, Parish Council
St. John The Baptist
15 Union Park Street
Boston, MA 02118

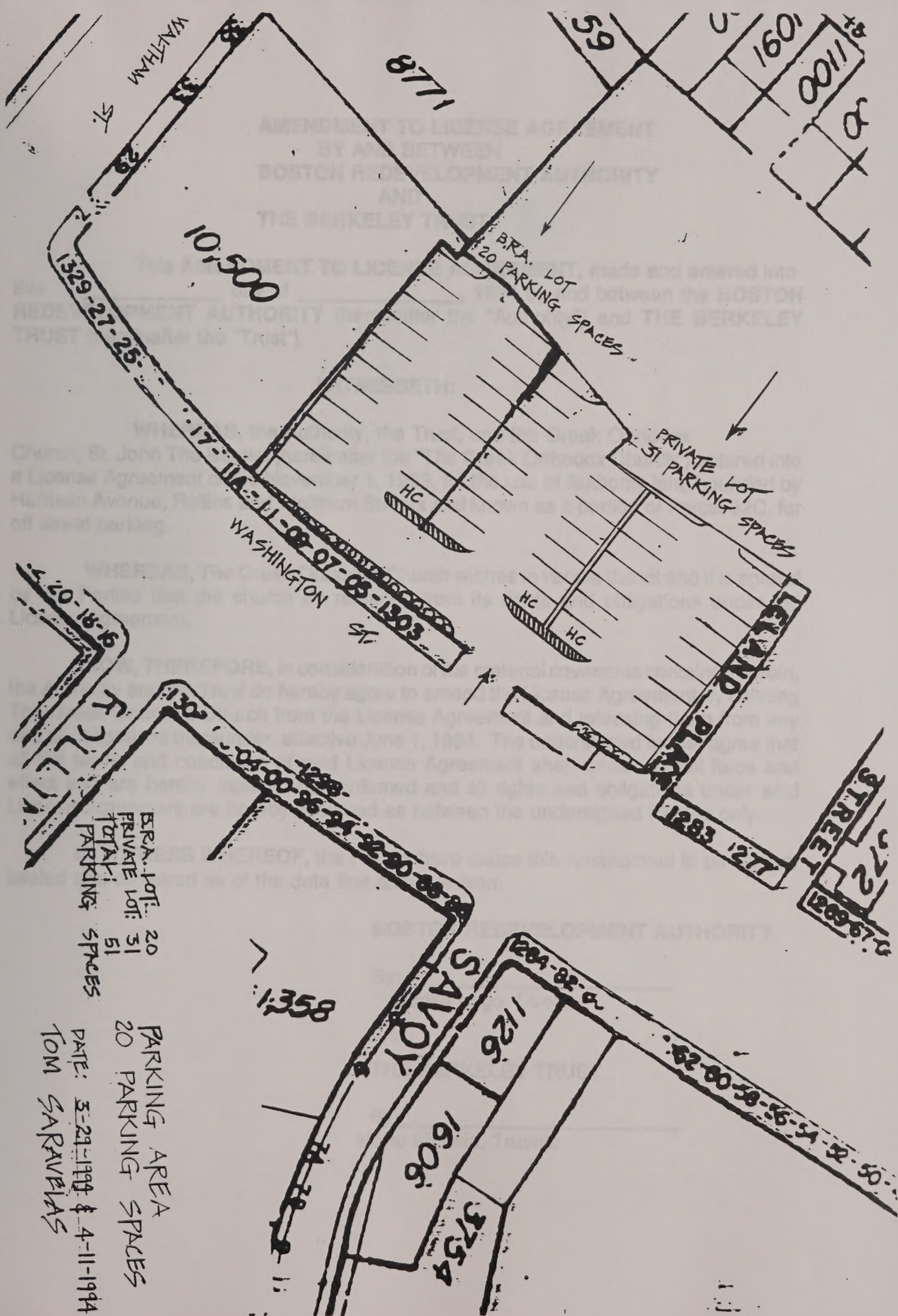
Dear Mr. Pantekidis:

This letter is to notify The Greek Orthodox Church, St. John The Baptist ("The Church") that Mario Nicosia, owner of 1283 Washington Street formerly occupied by Hub Motors, allows the Church to use and occupy a portion of the former Hub Motors site for the purpose of parking cars and for an easement onto the site on Sundays and for special events. (see attached map) The site will only be used exclusively as an off-street facility for the parking of motor vehicles by the parishioners and staff of the Church.

The use of the site will be for a period of two years with no charge to the Church. The Church will be allowed to use the site in an "as-is" condition. Furthermore, the Church will be responsible to maintain the area in a clean, safe and orderly way and to secure the area when not in use. The Church will be permitted to use only the designated portion of the site and be used only in connection with BRA-owned lot at 1305-1311 Washington Street.

Sincerely,

Mario Nicosia



BR.A. LOT:	20
PRIVATE LOT:	31
TOTAL:	51
PARKING SPACES	

PARKING AREA
20 PARKING SPACES
DATE: 3-23-1999 & 4-11-1994
TOM SARAVELAS

**AMENDMENT TO LICENSE AGREEMENT
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND
THE BERKELEY TRUST**

This **AMENDMENT TO LICENSE AGREEMENT**, made and entered into this _____ day of _____, 1994 by and between the **BOSTON REDEVELOPMENT AUTHORITY** (hereinafter the "Authority") and **THE BERKELEY TRUST** (hereinafter the "Trust").

WITNESSETH:

WHEREAS, the Authority, the Trust, and the Greek Orthodox Church, St. John The Baptist (hereinafter the "The Greek Orthodox Church") entered into a License Agreement dated November 1, 1993, for the use of Authority land bounded by Harrison Avenue, Rollins and Waltham Streets and known as a portion of Parcel 32C, for off street parking.

WHEREAS, The Greek Orthodox Church wishes to vacate the lot and it is agreed by the Parties that the church be released from its rights and obligations under the License Agreement,

NOW, THEREFORE, in consideration of the material covenants contained herein, the Authority and the Trust do hereby agree to amend the License Agreement by deleting The Greek Orthodox Church from the License Agreement and releasing them from any and all obligations thereunder, effective June 1, 1994. The undersigned further agree that all the terms and conditions of said License Agreement shall remain in full force and effect and are hereby ratified and confirmed and all rights and obligations under said License Agreement are hereby assumed as between the undersigned Parties only.

IN WITNESS WHEREOF, the Parties have cause this Amendment to be signed, sealed and delivered as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Marisa Lago, Director

THE BERKELEY TRUST

By: _____
Mario Nicosia, Trustee

LICENSE AGREEMENT

BY AND BETWEEN

BOSTON REDEVELOPMENT AUTHORITY

AND

THE GREEK ORTHODOX CHURCH, ST. JOHN THE BAPTIST

This agreement is made as of the ____ day of _____, 1994 by and between the Boston Redevelopment Authority, hereinafter called the Licensor, The Greek Orthodox Church, St. John The Baptist and hereinafter called the Licensee.

A License to occupy the License Area known as Parcel SE-100 of the South End Urban Renewal Area, as shown in Exhibit A attached hereto and incorporated in this Agreement, is approved subject to the following terms and conditions:

1. The License Area is Parcel SE-100 located at 1305-1311 Washington Street in the South End Urban Renewal Area, Project No. Mass. R-56, and contains approximately 5,696 square feet of vacant land.
2. The License Area shall be used exclusively as an off-street facility for parking for use by parishioners of the Licensee.
3. The Licensee agrees that it is not eligible for relocation benefits.
4. This License shall commence from the date hereof and shall continue in full force and effect for a period of two (2) years from the date of execution or until the development of Parcel SE-100, the Licensor may terminate the License Agreement by giving thirty (30) calendar days' notice to terminate.
5. The License Fee shall be \$1.00 for period of two (2) years.
6. The Licensee shall indemnify and save harmless the Licensor from all suits, actions, claims, demands, damages or losses, expenses, and cost of every kind and description to which the Licensor may be subjected to or put by reason of injury (including death) to persons or property resulting from in connection with, or growing out of any act of commission or omission of the Licensee, its agents, servants, employees, visitors, guests, contractors, subcontractors, or any and all other persons or corporations dealing with the Licensee in any way in the occupancy and use of the License Area, or any sublicense, its agents, servants employees, visitors, a guests, or any and all other persons or corporations dealing with the sublicensee in any way in the occupancy and use of the License Area. At the request of the Licensor, the

Licensee shall initiate and complete all activities, including any legal proceedings, necessary to effect the resolution of any such suits, actions, claims, or demands, except as set forth herein.

7. The Licensee shall carry for the term of this License comprehensive public liability insurance insuring the Licensor and the Licensee against all claims and demands for personal injury and property damage with respect to the License Area, with One Million Dollars (\$1,000,000) per occurrence combined single limit, Two Million Dollars (\$2,000,000) aggregate. The Licensor shall be named as an additional insured in all policies for such insurance, and the Licensee shall furnish a certificate of such insurance to the Licensor prior to taking occupancy of the License Area.
8. The Licensee shall take possession of the License Area in an "as-is" condition on the date of this License Agreement. The Licensee shall not commit or suffer waste or impairment of the License Area property.
9. The Licensee agrees to maintain the License Area in a clean, safe and orderly manner. No accumulation of litter, trash, debris or other disposable material will be permitted on the premises.
10. The Licensee covenants that it will not occupy or use the License Area, nor allow it to be occupied or used for any purposes other than those for which it is customarily used, nor in any way to occupy or use the property, nor allow it to be occupied or used in other than a proper or fitting manner, nor in a manner contrary to any law of the Commonwealth or to any ordinance or by-law of the City of Boston.
11. The Licensee agrees to assume all maintenance expenses including sewer and water charges and Licensee will have complete responsibilities for compliance with all municipal codes and ordinances. During the term of this License Agreement, the Licensee shall pay directly to the proper persons or authorities when due all charges with respect to the License Area, whether called charges, taxes, assessments, fees, or otherwise, for utility services, water and sewer use, taxes, betterment assessments, and other charges, in order that the License Fee hereunder shall be absolutely net to the Licensor
12. The Licensee shall be solely responsible for all maintenance, security, and other services required to keep the License Area in good, safe, and attractive condition and repair. All fixtures, effects, equipment, and property of any kind of the Licensee, and of all persons claiming through or under the License, shall be at the sole risk of the Licensee.
13. The Licensee agrees to comply with the Special Conditions

APPRO outlined on the attached sheet entitled "Special conditions", and further agrees to comply with any other reasonable rules and regulations as the Licensor shall establish from time to time upon notice to the Licensee.

14. Failure to comply with the general and special conditions will terminate this agreement forthwith and the Licensee agrees to surrender the premises peacefully, and further agrees not to oppose or contest eviction proceedings when notified to vacate or when notified that the Agreement has been terminated.
15. This License may not be assigned, transferred, mortgaged or encumbered in any way without the specific written permission of the Licensor.
16. No fixtures shall be installed in, and no improvements nor alterations shall be made to the License Area without the Licensor's written permission. Upon the termination of this License Agreement by expiration of the term or otherwise, the Licensee shall remove from the License Area all of its equipment, supplies, furnishings, and other personal property, and shall, if directed by the Licensor, also remove all fixtures and fixed improvements installed by the Licensee and shall repair any damage caused thereby. Property not so removed shall at the Licensor's option become the property of the Licensor. The Licensee shall leave the License Area in at least as good condition as received at the beginning of the License term.

In witness whereof the parties hereto have placed their hands and seals below as of the date first above written.

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Marisa Lago, Director

THE GREEK ORTHODOX CHURCH, ST.
JOHN THE BAPTIST

By: _____
Zachary Pantekidis, President

APPROVED AS TO FORM:

SPECIAL CONDITIONS

Chief General Counsel
Boston Redevelopment Authority

water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.

2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalk, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expense.
4. The Licensee will have complete responsibility for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area without the consent of the Licensor thereof has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of soil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph 27 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefor, any building, structure, sign or any material not approved by the Licensor.

SPECIAL CONDITIONS

1. Licensee will pay all charges for taxes, water, sewer, gas, electricity, telephone, permits, fees and insurance connected in conjunction with their occupancy of the License Area.
2. The Licensee shall be responsible for all maintenance expenses, including extermination, cleaning to the gutters of the street and for the removal of any weeds and growth, trash, debris, or junk from the License Area and be responsible for removal of snow and ice from the sidewalks, and maintain it in a safe and clean condition at all times.
3. Licensee shall be responsible for any of their contractor(s) workmen, employees or agents working on or in the License Area for conformance with this License Agreement and for compliance for any laws, codes, rules, regulations or ordinances of any federal, state, or municipal board, agency, or commission and shall be responsible for obtaining all permits or licenses at their expenses.
4. The Licensee will have complete responsibilities for compliance with all federal, state and municipal codes and ordinances.
5. The Licensee will neither make any change in, nor erect nor place any building structure or sign (except no trespassing signs) upon the License Area unless the consent of the Licensor thereto has first been obtained in writing. Licensee acknowledges any site improvements of the License Area shall be subject to landscape and design suggestion and review by Licensor's design staff.
6. No stock piling of spoil, refuse, trash or landfill materials will be permitted or allowed on the License Area.
7. The Licensee must provide and maintain proper insurance coverage in the amount specified in Paragraph #7 of the License Agreement, with the Boston Redevelopment Authority named as additional insured over the term of the License for use of the License Area.
8. Licensee shall not park vehicles on public right-of-ways adjacent to the License Area.
9. Licensee will permit the Licensor or its duly authorized agent to enter upon the License Area at any time, either to view or inspect the same, or to remove, without being held responsible therefore, any building, structure, sign or any material not approved by the Licensor.

10. Licensee will permit the Licensor or its future developer to enter upon the License Area at any reasonable time to inspect the License Area, take site measurements, perform test borings or similar subsurface explorations without disruptions. The Licensee shall use best efforts to coordinate its activities and the activities of any sublicense with other persons who are authorized by the Licensor to utilize the License Area.
11. Licensee acknowledges this is a temporary License and their occupancy is only for a limited interim use.
12. The Licensee assumes all liability, personal and private for any and all motor vehicles in the License Area.
13. Nothing within this License shall prevent the Licensor from reserving their right to enter into Licenses for special events of limited duration, upon written notification by the Director to the Licensee.
14. The Licensee shall at all times maintain and operate the parking facilities in accordance with the Boston Zoning Code, and rules and regulations of the City of Boston Traffic and Parking Department and, if applicable, the City of Boston Air Pollution Control Commission, and in a manner fully satisfactory to the Licensor, and promptly and completely comply with whatever rules and directions the Licensor, in the exercise of its discretion shall issue.
15. The Licensee at any one time shall not park within the License Area more than 30 vehicles or that number of vehicles set forth in a plan for additional improvements to the License Area approved by the Licensor.
16. Licensee shall install and maintain at its costs all necessary lighting and shall be responsible for usage and lighting.
17. Licensee shall assume all cost of security of the License Area. Licensee agrees that when License Area is not in operation all gates or entrances must be properly secured. Under no condition shall overnight parking be permitted.
18. Licensee shall maintain in operation, continuously from dusk to dawn, and such other times as may be deemed necessary by the Licensor, the lighting on the parking lot within the License Area.
19. Licensee shall install and maintain at its expense all gates and fencing necessary during the term of the Agreement and Licensee will restore at its expense any fences to a satisfactory condition as determined by the Licensor.
20. Within the terms of this License Agreement, it is expressly stated that it is the intention of the Licensor to, at some future time, publicly solicit proposals for the long-term use of the License Area. This License carries with it no right or favor towards the future re-use of the parcel.

21. The Licensee shall take adequate precautions to protect all existing walks, roads, streets, utilities, pipes, curbs, pavements, fencing, hydrants, signs, trees and plantings on or off the premises and shall repair and replace or otherwise make good as directed by the Licensor, any damage so caused. All streets and sidewalks shall be kept free of all debris and equipment to provide safety and minimum inconveniences to the public.
22. It is understood that the Licensee by use of a sign shall inform anyone using the License Area that they do so at their own risk and that the Licensor will not be held liable for any damage or injury incurred to any person(s) and/or vehicle(s).
23. The Licensee shall assist and provide backup during any emergency call for medical, fire, evacuation, or crowd control management; and maintain safe and effective evacuation procedures in the event of an emergency. In addition, Licensee shall respond to reported crimes, accidents, injuries and any emergency situation and stand ready to effect an emergency evacuation according to specific orders of City officials when appropriate.
24. Licensee shall immediately notify the Boston Police and Boston Fire Departments of any emergency requiring their service. The Licensee is expected to transmit all information accurately to both the Boston Fire Department and the Boston Police Department and to arrange a suitable meeting place in expediting their entrance to the License Area.
25. The Licensee shall not commence to perform any work at the License Area unless the Licensee has in full force and effect all required insurance, and until all insurance certificates have been filed with the Licensor evidencing the specific insurance coverage required. The Licensee shall not permit any subcontractor, supplier or other person or organization to perform work unless the worker's compensation insurance requirements have been complied with by that subcontractor, supplier, other persons or organization.

All insurance policies provided to the Licensor in accordance with the foregoing provisions of these insurance requirements shall be in the form and written by companies satisfactory to the Licensor.

As evidence of specified insurance coverage, the Licensee shall provide certificates of insurance itemizing the specific policies issued, the limits of coverage afforded, and the endorsements provided, all in accordance with the requirements of the forms prescribed in the License Agreement, or as required by the Licensor prior to the execution of the License Agreement or any extension.

All the policies of insurance so required of the Licensee shall be endorsed to include as additional insured: The Boston Redevelopment Authority as Licensor, Authority's consultants, and each of their directors, officers, employees, representatives, or agents. The insurance afforded to these additional insured shall be primary insurance. If the additional insured have other insurance which

VOTED

might be applicable to any loss, the amount of insurance provided under the Licensee's policies of insurance shall not be reduced or prorated by the existence of other insurance.

Without limitation of any other provisions of this License Agreement, if (a) the Licensee's agreement herein to insure or to name as additional insured the Authority or any other specified additional insured with respect to contractual liability assumed by the Licensee under the terms of this License Agreement or otherwise, or (b) any contract of insurance between the Licensee or any Sub-Licensee and its insurance company shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that such circumstances shall not otherwise affect the validity or enforceability of the Licensee's agreements and obligations under this License Agreement nor the validity or enforceability of such contract of insurance, each of which shall be enforced to the fullest extent permitted by law.

26. Use of the License Area for parking shall be restricted to motor vehicles, which means, automobiles, station wagons and motorcycles. Parking of large trucks or other commercial vehicles shall not be allowed.

VOTED

(2)

MEMORANDUM

AUGUST 19, 1992

TO: BOSTON REDEVELOPMENT AUTHORITY AND
THEODORE S. CHANDLER, ACTING DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
PORTION OF PARCEL 32C

SUMMARY: This memorandum requests that the Director be authorized to execute a License Agreement with the Greek Orthodox Church St. John The Baptist and with the Berkeley Trust for the use of a portion of Parcel 32C for an interim parking facility for a period of two years. The license fee shall be \$675.00 per month for a period of two years.

Parcel 32C, consisting of about 95,354 square feet of land, is bounded by Washington Street, Waltham Street, Rollins Street and Harrison Avenue in the South End Urban Renewal Area, Project No. Mass. R-56. The proposed License Area is a portion of Parcel 32C which consists of about 9,218 square feet of vacant land. It is bounded by Harrison Avenue, Rollins and Waltham Streets.

The Greek Orthodox Church St. John The Baptist and the Berkeley Trust have requested the use of a portion of Parcel 32C for an interim parking facility.

The Greek Orthodox Church, located at 15 Union Park Street, needs parking to accommodate its members for Sunday services and for special events. Authorization to park on the site will alleviate much of the traffic congestion in the immediate neighborhood.

The Berkeley Trust needs off-street parking facility for the parking of motor vehicles in connection with the use of the building located at 560 Harrison Avenue for a period of two years. Gunwyn Company, William Lima, Mario Nicosia and Leo Rabinvitz are the principals of the Berkeley Trust and their business is located at 560 Harrison Avenue in the South End neighborhood.

In August of 1990, Berkeley Trust purchased a seven-story building at 560 Harrison Avenue containing 200,000 square feet of rentable office and commercial space. Under the new ownership, the building has been transformed into a quality office and commercial facility for intermediate and large space users. The seven-story building is now known as the South End Design Center (Design Center) which is managed by N.I.C.

Management. The management company is located at 560 Harrison Avenue. Currently there are 144 tenants in the building of which 40 percent of the tenants reside in Boston. Given the increase in the number of tenants moving into the Design Center parking has become a problem for the immediate neighborhood. Providing off-street parking for the tenants at 560 Harrison Avenue will create more jobs in the City of Boston as well as alleviate the congested parking in the area. Therefore, Berkeley Trust is requesting to use of a portion of Parcel 32C for employee parking for the Design Center.

According to the plans which were submitted and approved the lot will be secured and lighted at all times. To screen the lot, evergreens will be placed along Harrison Avenue, Rollins and Waltham Streets. The lot will be maintained by the Berkeley Trust in a clean, safe and orderly manner.

In consideration for capital improvements to be made the Licensed Area, the Licensee shall be entitled to claim up to 50% of documented capital improvements as a credit against rent due to the BRA. However, the amount of credit shall be limited so as not to exceed 50% of the monthly rent, and further there shall be a six month term limit for claiming said credit. The six month period shall commence with the execution of the License Agreement.

It is, therefore, recommended that the Director be authorized to execute a License Agreement with the Greek Orthodox Church St. John The Baptist and the Berkeley Trust for a period of two years for the use of a portion of Parcel 32C, consisting of 9,218 square feet of vacant land, for off-street parking.

An appropriate vote follows:

VOTED: That the Director be authorized to execute and deliver a License Agreement to the Greek Orthodox Church St. John The Baptist and the Berkeley Trust to use a portion of Parcel 32C, consisting of approximately 9,218 square feet of vacant land, for off-street parking, at a fee of \$675.00 per month for a period of two years. The License Area is bounded by Harrison Avenue, Rollins and Waltham Streets. Said License shall obtain the expressed provision that the Licensee agrees to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said License shall provide that the Licensee shall obtain liability insurance naming the BRA as additional insured in all policies, in accordance with the BRA's usual form. Said License is to contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary License. Said License is to include such terms and conditions as the Director deems proper and in the best interest of the BRA and, furthermore, the Director is authorized to execute any other necessary and appropriate documents as determined by the Director in connection with the license of a portion of Parcel 32C in the South End Urban Renewal Area.

MEMORANDUM**SEPTEMBER 1, 1993**

TO: BOSTON REDEVELOPMENT AUTHORITY AND
PAUL L. BARRETT, DIRECTOR

FROM: THOMAS O'MALLEY, ASSISTANT DIRECTOR FOR
NEIGHBORHOOD HOUSING AND DEVELOPMENT
MARIA FARIA, DEPUTY DIRECTOR

SUBJECT: SOUTH END URBAN RENEWAL AREA, PROJECT NO. MASS. R-56:
PORTION OF PARCEL 32C

SUMMARY: This memorandum requests that the Director be authorized to execute a License Agreement with The Greek Orthodox Church, St. John The Baptist and with the Berkeley Trust for the use of a portion of Parcel 32C for an interim parking facility for a period of two (2) years. The license fee shall be \$1,000 per month.

Parcel 32C, consisting of about 95,354 square feet of land, is bounded by Washington Street, Waltham Street, Rollins Street and Harrison Avenue in the South End Urban Renewal Area, Project No. Mass. R-56. The proposed License Area is a portion of Parcel 32C which consists of about 9,218 square feet of vacant land. It is bounded by Harrison Avenue, Rollins and Waltham Streets.

The Greek Orthodox Church, St. John The Baptist and The Berkeley Trust have requested the use of a portion of Parcel 32C for a period of two (2) years for an interim parking facility. The site has been improved by The Berkeley Trust for 28 parking spaces.

On November 1, 1992, The Greek Orthodox Church, St. John The Baptist and The Berkeley Trust entered into a License Agreement with the Boston Redevelopment Authority for the use of a portion of Parcel 32C for an interim parking facility for a period of two (2) years. In accordance with the License Agreement, the license fee was \$16,200 for a period of two (2) years or \$675.00 per month, less \$2,025 for capital improvements to the License Area. The License Area was used exclusively as an off-street parking facility for the parking of motor vehicles of visitors and leasees of 560 Harrison Avenue and for members of the Greek Orthodox Church, St. John The Baptist located at 15 Union Park Street.

On June 10, 1993, the BRA voted to terminate the License Agreement dated November 1, 1992 between The Greek Orthodox Church, St. John The Baptist and The Berkeley Trust for the use of the License Area. Pursuant to the License Agreement, the BRA has

the right to terminate the License Agreement giving a thirty (30) day notice to the Licensees to vacate the License Area. The Greek Orthodox Church, St John The Baptist and the Berkeley Trust are now requesting that the BRA allow them to use the site for a period of two (2) year for the parking of motor vehicles of visitors and leasees of 560 Harrison Avenue and for members of The Greek Orothodox Church, St. John The Baptist.

In addition, the Mario Nicosia, Trustee of The Berkeley Trust, has met with the BRA staff and has agreed to pay the BRA \$5,000 for past use of Parcel SE-100 located at 1305-1311 Washington Street. Parcel SE-100 consists of approximately 5,696 square feet of vacant land and has been used for parking by the tenants of the adjacent Nicosia-owned parcel at 1283 Washington Street, formerly occupied by Hub Motors. Since there is no longer need to use the BRA Parcel SE-100, the site has been vacated and Mario Nicosia has agreed to pay the BRA the \$5,000 for past use of the site prior to the execution of the License Agreement for the portion of Parcel 32C.

It is, therefore, recommended that Director be authorized to execute and deliver a License Agreement with the Greek Orthodox Church, St John The Baptist and the Berkeley Trust for a period of two (2) years for the use of a portion of Parcel 32C, consisting of 9,218 square feet of vacant land for off-street parking.

An appropriate vote follows:

VOTED: That the Director be authorized to execute and deliver a License Agreement to The Greek Orthodox Church, St. John The Baptist and the Berkeley Trust for the use of a portion Parcel 32C, consisting of approximately 9,218 square feet of vacant land, for off-street parking at a fee of \$1,000 per month for a period of two (2) years. The License Area is bounded by Harrison Avenue, Rollins and Waltham Streets. Said License shall obtain the express provision that the Licensees agree to assume all maintenance expenses including cleaning of litter, trash, debris or other disposable material on the premises. Said License shall provide that the Licensees shall obtain liability insurance naming the BRA as additional insured in all policies, in accordance with the BRA's usual form. Said License is to obtain contain the expressed provision that no obligation on the part of the BRA, direct or indirect, is to be construed beyond the temporary License. Said License is to include such terms and conditions as the Director deems proper and in the best interest of the BRA and, furthermore, the Director is authorized to execute any other necessary and appropriate documents as determined by the Director in connection with the license of a portion of Parcel 32C in the South End Urban Renewal Area. Prior to the execution of the License Agreement with the BRA, The Berkeley Trust will pay to the BRA a total of \$5,000 for the past use of Parcel SE-100 consisting of approximately 5,696 square feet located 1305-1311 Washington Street